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ATTORNEY FOR HANMI BANK

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

IN THE MATTER OF:	§	CASE NO. 24-70089
	§	
HIGH PLAINS RADIO NETWORK, LLC,	§	
	§	
DEBTOR	§	CHAPTER 11, Subchapter V

**HANMI BANK'S APPLICATION FOR AND MOTION TO COMPEL PAYMENT OF
ADMINISTRATIVE EXPENSES OWED UNDER EQUIPMENT FINANCE AGREEMENTS**

Hanmi Bank ("Movant") applies for and moves for entry of an order compelling High Plains Radio Network, LLC ("Debtor") for payment as priority administrative expenses sums owed by Debtor under two equipment finance agreements, and in support respectfully shows:

Notice Under Local Bankruptcy Rules

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 12A24 EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, DALLAS, TEXAS 75242-1496 BEFORE 4:00 O'CLOCK P.M. ON APRIL 30, 2024, WHICH IS TWENTY DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE MUST BE IN WRITING AND FILED WITH THE CLERK, AND A COPY MUST BE SERVED UPON THE COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING WILL BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH MOTION OR NOTICE IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

Introduction

1. This motion is filed under Sections 363 and 365 of the United States Bankruptcy Code (the "Bankruptcy Code").

2. Hanmi Bank seeks payment, as a priority administrative expense under Section 365 of the States Bankruptcy Code, sums owed to it under two equipment finance agreements (each an "EFA" and collectively the "EFAs") for Debtor's use, enjoyment and possession of certain radio broadcasting transmission equipment (collectively the "Equipment") located at or near Friona, Texas and Mangum, Oklahoma (near Altus, Oklahoma).

Background

3. On March 26, 2024, Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code.

EFA No. 40467799

4. Amur Equipment Finance, Inc. ("Amur") and Debtor executed and entered into an Equipment Finance Agreement ("EFA 40467799") dated July 28, 2022 now known as Hanmi Bank Equipment Finance Agreement No. 40467799 regarding a RVR transmitter; (1) ORBAN 2200 and (468) Audio Feed Line bearing serial no. TX10KPS/G-0139, 808122-011, located at 725 FM 2013, Friona, Texas 79035.

5. A true and correct copy of EFA 40467799 is attached to this pleading as Exhibit 1 and incorporated by reference.

6. The Equipment was to be and was provided and supplied by Process Technologies & Services, LLC ("Supplier").

7. The portion of the Equipment which is the subject of EFA 40467799 is described in the invoice from Supplier, attached to this pleading as Exhibit 2 and incorporated by reference.

8. Debtor agreed under EFA 40467799 to make 60 equal successive monthly installments to Amur in the amount of \$2,266.00.

9. Bankruptcy and insolvency of Debtor are events of default under EFA 40467799.

10. EFA 40467799 allows Amur, upon default by Debtor, to take possession of the Equipment through judicial process or extrajudicial means and to dispose of the Equipment.

11. The indebtedness under EFA 40467799 was and is secured by a security interest granted by the Debtor in and to the Equipment.

12. Amur perfected the security interest in the equipment which is the subject of EFA 40467799 by filing a UCC-1 financing statement with the Texas Secretary of State on December 1, 2021.

13. A true and correct file-marked copy of the UCC-1 financing statement alleged above is attached to this pleading as Exhibit 3 and incorporated by reference.

14. The portion of the Equipment which is the subject of EFA 40467799 was delivered to and accepted by Debtor, as shown by the Equipment Acceptance Certificate, a true and correct copy of which is shown in Exhibit 4 attached to this pleading and incorporated by reference signed by Debtor on December 1, 2021.

15. Amur paid Supplier the full purchase price for the equipment which is the subject of EFA 40467799.

16. Amur assigned EFA 40467799 to Hanmi Bank and its rights in the equipment which is the subject of EFA 40467799 for value.

17. Hanmi Bank did not have knowledge of any claim or defense at the time of the assignment to it of EFA 40467799 from Amur.

18. Hanmi Bank remains the sole owner of the EFA, the security interest alleged above and all rights in the same.

EFA No. 40478603

19. Hanmi Bank and Debtor executed and entered into an Equipment Finance Agreement (“EFA 40478603”) dated July 28, 2022 known as Hanmi Bank Equipment Finance Agreement No. 40478603 regarding radio transmission equipment, goods, property and accessions thereto, located at 860 East 155 Road, Magnum, Oklahoma 73554.

20. A true and correct copy of EFA 40478603 is attached to this pleading as Exhibit 5 and incorporated by reference.

21. The portion of the Equipment which is the subject of EFA 40467799 was to be and was provided and supplied by Supplier.

22. The portion of the Equipment which is the subject of EFA 40467799 is described in the invoice from Supplier, attached to this pleading as Exhibit 6 and incorporated by reference.

23. Debtor agreed under the EFA 40478603 to make 60 equal successive monthly installments to Hanmi Bank in the amount of \$2,573.44.

24. Hanmi Bank and Debtor executed and entered into a Disbursement Authorization to EFA 40478603.

25. Bankruptcy and insolvency of Debtor are events of default under EFA 40478603.

26. EFA 40478603 allows Hanmi Bank, upon default by Debtor, to take possession of the subject equipment through judicial process or extrajudicial means and to dispose of the Equipment.

27. The indebtedness under the Hanmi Bank was and is secured by a security interest granted by the Debtor in and to the equipment which is the subject of EFA 40478603.

28. Hanmi Bank perfected the security interest in the equipment alleged above by filing a UCC-1 financing statement with the Oklahoma County Clerk on March 3, 2020.¹

29. A true and correct file-marked copy of the UCC-1 financing statement alleged immediately above is attached to this pleading as Exhibit 7 and incorporated by reference.

30. The equipment which is the subject of EFA 40478603 was delivered to and accepted by Debtor, as shown by the Delivery and Acceptance Certificate shown in Exhibit 8, signed by Debtor on February 25, 2022.

31. Hanmi Bank paid Supplier the full purchase price for equipment which is the subject of EFA 40478603.

32. Hanmi Bank remains the sole owner of EFA 40478603, the security interest alleged above and all rights in the same.

Necessity for Relief

¹ Under Oklahoma law, UCC-1 financing statements are to be filed with the Oklahoma County, Oklahoma Clerk. 12A OK STAT. ANN. tit. 12-A § 1-9-320.3 (2023).

33. Debtor defaulted on, breached and repudiated EFA 40467799 by failing to pay the sums as thereby required, and failed to cure its payment default.

34. Debtor defaulted on, breached and repudiated EFA 40478603 by failing to pay the sums as thereby required, and failed to cure its payment default.

35. Debtor defaulted on both of the EFAs by commencing the above-named bankruptcy case.

36. Upon information and belief, Debtor is insolvent, which is an event of default under both of the EFAs.

37. Hanmi Bank is without adequate protection in regard to the Equipment so long as it is prevented by the automatic stay from taking action to recover the Equipment.

38. Debtor has failed to provide adequate protection for the Equipment which is the subject of EFA 40467799.

39. Debtor's representative and member, Monte Lee Spearman, testified in this Court on April 5, 2024 that Debtor is not conducting broadcasting operations at its place of business at or near Friona, Texas.

40. Debtor's representative and member, Monte Lee Spearman, testified in this Court on April 5, 2024 that Debtor is not using the portion of the Equipment which is the subject of EFA 40467799.

41. Because Debtor is not using the portion of the Equipment which is the subject of EFA 40467799, there is no reason for Debtor to retain possession.

42. Debtor has failed to provide adequate protection for the Equipment which is the subject of EFA 40478603.

43. Debtor's representative and member, Monte Lee Spearman, testified in this Court on April 5, 2024 that Debtor is currently conducting broadcasting operations at its place of business at or near Magnum, Oklahoma.

44. Debtor's representative and member, Monte Lee Spearman, testified in this Court on April 5, 2024 that Debtor is currently the portion of the Equipment which is the subject of EFA 40478603.

45. As Debtor has not assumed either of the EFAs, there is significant likelihood in this case that recovery and disposition of the Equipment will be the only recovery for Hanmi Bank in regard to the

EFAs.

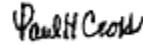
46. As of April 8, 2024, the unpaid remining balance owed on EFA 40467799 is \$53,000.00.
47. As of April 8, 2024, 33 monthly installments payable under EFA 40467799 remain payable under the EFA.
48. As of April 8, 2024, Debtor has paid the monthly installments payable under EFA 40467799 only through February 1, 2024.
49. As of April 8, 2024, Debtor has not paid the monthly installment payable udert her EFA which was due by March 1, 2024.
50. As of April 8, 2024, the unpaid remining balance owed on EFA 40478603 is \$74,550.40.
51. As of April 8, 2024, 37 monthly installments payable under the EFA remain payable under EFA 40478603.
52. As of April 8, 2024, Debtor has paid the monthly installments payable under EFA 40478603 only through February 1, 2024.
53. As of April 8, 2024, Debtor has not paid the monthly installment payable under EFA 40478603 which was due by March 1, 2024.
54. As of April 3, 2024, the unpaid remining balance owed on EFA 40478603 is \$95,217.28.
55. Debtor should be ordered and compelled to pay all sums owed under and which will become owed under the EFAs as a priority administrative expense under Section 365 of the Bankruptcy Code.
56. Debtor continues to have the use, enjoyment and possession of the Equipment and benefit thereby.

Prayer

Movant requests that:

1. Debtor be ordered under Section 365(d)(3) of the Bankruptcy Code to pay Hanmi Bank all sums due and which would become due under the EFAs;
2. it be granted such other and further relief, special or general, legal or equitable, to which it may be entitled.

Respectfully submitted,

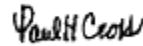


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Email: phclease@msn.com

COUNSEL FOR HANMI BANK

Certificate of Conference

Hanmi Bank's undersigned attorney certifies that on April 6, 2024, he attempted to confer with Debtor's bankruptcy counsel regarding the merits of the foregoing motion, and that the latter counsel failed to state Debtor's position in regard to the same.



Paul H. Cross

Certificate of Service

The undersigned certifies that on April 10, 2024 a true and correct copy of the foregoing motion was served via ECF upon all those receiving ECF notification in this case.



Paul H. Cross

EXHIBITS

FOR

**HANMI BANK'S INITIAL MOTIONS AND ANY RELATED
DECLARATION AND DISCOVERY REQUESTS**

- | | |
|------------------|--|
| EXHIBIT 1 | EQUIPMENT FINANCE AGREEMENT NO. 40467799 |
| EXHIBIT 2 | INVOICE FROM SUPPLIER FOR EQUIPMENT FINANCE AGREEMENT NO. 40467799 |
| EXHIBIT 3 | FILE-MARKED UCC-1 FINANCING STATEMENT FOR EQUIPMENT FINANCE AGREEMENT NO. 40467799 FILED WITH TEXAS SECRETARY OF STATE |
| EXHIBIT 4 | EQUIPMENT ACCEPTANCE CERTIFICATE FOR EQUIPMENT FINANCE AGREEMENT NO. 40467799 |
| EXHIBIT 5 | EQUIPMENT FINANCE AGREEMENT NO. 40478603 |
| EXHIBIT 6 | INVOICE FROM SUPPLIER FOR EQUIPMENT FINANCE AGREEMENT NO. 40478603 |
| EXHIBIT 7 | FILE-MARKED COPY OF THE UCC-1 FINANCING STATEMENT FILED WITH OKLAHOMA COUNTY CLERK FOR EQUIPMENT FINANCE AGREEMENT NO. 40478603 |
| EXHIBIT 8 | DELIVERY AND ACCEPTANCE CERTIFICATE FOR EQUIPMENT FINANCE AGREEMENT NO. 40478603 |

EXHIBIT 1

EQUIPMENT FINANCE AGREEMENT No. 40467799



Customer No.	Contract No.
367468	1053897

EQUIPMENT FINANCE AGREEMENT

Customer (also you or your)	High Plains Radio Network, L.L.C.	Address	PO Box 1478, Plainview, TX 79073
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Amur Equipment Finance, Inc. (Secured Party, also we, us or our) agrees to provide to you the Financed Amount subject to the terms and conditions of this EFA.

1. Key Definitions

Financed Amount	Term	Required Initial Payment	Periodic Payment	Payment Frequency	Balloon Payment	Security Deposit
\$101,716.00	60 Months	\$2,266.00	\$2,266.00	Monthly	N/A	N/A

EFA means this equipment finance agreement and all schedules, exhibits, addendums and amendments thereto (also referred to as **Contract**).

Contract Documents refer to this EFA and all agreements and documents related thereto (excluding any Guaranty) described as Contract Documents and identified by the above Contract Number.

Obligations means all your payment and performance obligations under this EFA and all other Contract Documents.

Equipment means the equipment and/or personal property financed hereunder by us and described in **Schedule A**.

Collateral means the Equipment and any additional collateral pledged to us to secure the Obligations as described in **Schedule A**.

Guaranty means any written guaranty of your Obligations hereunder; **Guarantor** refers to any person or entity that signs a Guaranty.

Funding means any portion of the Financed Amount we pay to a designated vendor or reimburse to you.

Payment Due Date means, throughout the entire Term, the same numeric day of each month as we will advise you.

2. **Term.** The Term shall commence on the first Payment Due Date. However, your Obligations and our rights hereunder shall begin the day we execute this Contract, which shall remain in full force and effect, together with all Contract Documents, until you have completely and indefeasibly discharged all Obligations.
3. **Unconditional and Non-Cancelable Obligations.** YOUR PAYMENT AND ALL OTHER OBLIGATIONS UNDER ALL CONTRACT DOCUMENTS ARE ABSOLUTE, UNCONDITIONAL AND IRREVOCABLE AND NOT SUBJECT TO ABATEMENT, REDUCTION, SET-OFF, CLAIM, OR DEFENSE FOR ANY REASON WHATSOEVER, WHETHER ARISING OUT OF ANY PAST, PRESENT OR FUTURE CLAIM AGAINST US, A VENDOR, THE COLLATERAL, ANY THIRD PARTY, A CASUALTY OR EVENT BEYOND YOUR CONTROL. YOU CANNOT CANCEL OR TERMINATE THIS EFA OR ANY OTHER CONTRACT DOCUMENT FOR ANY REASON.
4. **Disclaimer of Warranties.** You acknowledge and agree that: (i) you selected the Equipment, accept it AS IS and WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER AS TO ITS MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE; (ii) you acknowledge and agree that you selected any software included with the Collateral (the **Software**), you assume all liability related to any unauthorized access or use of the Software and any data collected, stored or used by it (the **Data**) and we do not own or license any Software or Data nor have any duty to configure, maintain and/or otherwise safeguard them; (iii) YOU WAIVE AGAINST US, AND WE SHALL NOT BE LIABLE FOR, ANY CLAIM FOR LOSS, INJURY OR DAMAGE CAUSED BY ANY COLLATERAL AND/OR CONTRACT DOCUMENT, INCLUDING BUT NOT LIMITED TO, ALL SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES; (iv) you shall look only to the vendor or manufacturer (not us) for any claim related to Equipment or Software, which shall not relieve you or any Guarantor from any respective obligations hereunder.
5. **Security Interest.** To secure your performance of the Obligations, you grant us a first priority security interest in the Collateral (the **Security Interest**). Failure to perfect our Security Interest in any Collateral shall not affect or impair your Obligations or those of any Guarantor. You have (or will have upon acquisition of the Equipment) good and marketable title to the Collateral and shall maintain such title until all your Obligations have been satisfied. You shall not sell, transfer, lease, assign, relinquish possession of or otherwise dispose of the Collateral, which is and must remain free and clear of any security interest, lien or encumbrance of any kind (except our Security Interest) and be under your control at all times. You shall give us immediate notice of any unpermitted liens, claims or encumbrances and cause them to be immediately and irrevocably removed at your expense. You shall title and/or register any eligible Collateral as directed by us.
6. **Payment Obligations**
- (a) You promise to pay to us in good and immediately available funds, with or without notice or demand, all the amounts listed herein (each, a **Payment**).
- (i) The **Required Initial Payment**, any **Security Deposit** and the **Transaction Fees** (all as disclosed in the **Document Package Checklist**) prior to us advancing any Funding. If we choose not to execute this EFA for any reason, we will return any **Required Initial Payment**, **Security Deposit** and title fees not incurred but keep the balance as liquidated damages.
- (ii) Throughout the Term at the Payment Frequency, each **Periodic Payment** on the applicable **Payment Due Date**.
- (iii) At the end of the Term, the **Balloon Payment**, if any.
- (iv) A **Per Diem** amount, which shall constitute interest on the Financed Amount and be calculated as 1/30th of the highest **Periodic Payment** amount for each day between the last Funding and the first **Payment Due Date**.
- (v) All costs and expenses, whether incurred by us, counsel and/or agents, related to the Contract Documents, such as due diligence, documentation, searches and inspection costs, as well as fees and expenses to establish, perfect, protect or enforce our rights, interests and remedies, irrespective of whether you or any Guarantor is in default of any obligation to us.
- (vi) Any other amounts due under this EFA or any other Contract Document.
- (b) We shall apply all Payments in our sole discretion to satisfy the Obligations and disregard any restrictive endorsement.
- (c) You authorize us to increase any applicable Payment by up to 15% or decrease them without limit to reflect a corresponding change in the Financed Amount; any such increase or decrease will be reflected in our billings to you.
- (d) You agree to pay: (a) for each Payment we do not receive in full within ten (10) days of its due date, a late charge equal to the greater of (i) 10% of such late Payment and (ii) a minimum amount determined by our then-applicable fee policy; (b) for each returned ACH debit charge or check, a fee determined by our then-applicable fee policy.
7. **Security Deposit.** We may commingle any Security Deposit with our assets and apply it to any Obligation at our sole discretion, after which you agree to replenish it. Any unused portion will be remitted to you, without interest, upon full performance of the Obligations.
8. **Collateral Condition, Maintenance and Inspection**
- (a) YOU SHALL USE THE COLLATERAL FOR BUSINESS PURPOSES ONLY.
- (b) You shall keep at all times the Collateral at the location(s) specified on Schedule A or as otherwise disclosed to us, except you may move any mobile Collateral within the U.S. in your normal course of business provided it returns to such location(s) on a regular basis.
- (c) You are responsible for properly installing, operating, maintaining, repairing and registering the Collateral and for keeping it in the same condition as when delivered to you, except for ordinary wear and tear. You shall not alter the Collateral without our prior written consent nor make it part of any real property. Any addition of improvement to the Collateral shall be deemed a permanent accession thereto subject to our Security Interest.
- (d) Upon our written request, you shall prominently label the Collateral as being subject to our Security Interest.
- (e) We may inspect the Collateral and related documentation at any reasonable time.
9. **Insurance and Risk of Loss**
- (a) You agree to keep the Collateral insured against loss and liability under terms and with insurers acceptable to us (the **Required Coverage**) and agree to have us named as lender's loss payee and additional insured. Upon demand, you agree to provide us with valid evidence of the **Required Coverage**.
- (b) If you fail to maintain the **Required Coverage** (and without us waiving any resulting default), we have the right to purchase, at your expense, insurance to protect our interests, in which case you acknowledge and agree that we are not a reseller of insurance and the amount we bill you may be higher than what your insurance provider could have charged you and include a profit for us as well billing and processing fees.
- (c) You shall bear the entire risk of loss, theft, damage, destruction or requisition (each, a **Casualty**) of the Collateral from any cause whatsoever. You shall promptly notify us in writing of any Casualty and follow our directive by either (i) placing the affected Collateral in its pre-Casualty condition at your sole cost and expense or (ii) paying all remaining Obligations, less any Casualty proceeds received by us.
10. **Taxes.** You are required to report and pay when due all personal property taxes on the Collateral. You are required to pay when due all other taxes, fees, assessments, interest, penalties and other governmental charges arising hereunder, including, without limitation, all other personal property, excise, use, sales and gross receipts taxes (excluding our income taxes), plus user fees, tolls and fines (collectively, the **Taxes**), even if we may, in our sole discretion, elect to pay any Taxes directly to the appropriate taxing authority on your behalf, in which case you agree to promptly reimburse us that cost.
11. **Representations and Other Agreements**
- (a) You are and shall remain (i) duly organized, validly existing and in good standing under the laws of the state of your organization and are and (ii) duly qualified and licensed to do business wherever necessary.
- (b) You shall give us at least thirty (30) days' prior written notice before you change your name, mailing address or place of business.
- (c) You have adequate power and capacity to enter into this EFA and all other Contract Documents, which have been duly authorized, executed and delivered by, and constitute valid, legal and binding agreements enforceable against, you.
- (d) Except as previously set forth in writing to us, you do not require a governmental or other approval to enter into the Contract Documents and your execution thereof does not violate any judgment, regulation or law.
- (e) All information you furnish to us is true, complete, correct and not misleading.
- (f) You are not party to any legal proceeding and agree to comply with all Federal, state and local laws and regulations.
12. **Default.** Any of the following shall constitute a Default under this EFA:
- (a) We do not receive any one Payment as and when required hereunder.
- (b) You breach or fail to perform any obligation, provision and/or condition of this EFA or any other Contract Document.
- (c) You or any Guarantor shall default under any other financial obligation or real property lease.
- (d) You or any Guarantor shall have made an untrue or misleading statement or representation.
- (e) You or any Guarantor takes any action to: (i) cease, suspend or wind up its respective business; (ii) terminate its existence (or if an individual, he or she dies or is adjudicated as incompetent); and/or (iii) transfer any portion of its ownership to, merge with or convey or dispose of substantially all of its assets to, any person or entity (each, a **Dissolution Event**).
- (f) You or any Guarantor (i) becomes insolvent; (ii) takes any action under (or is involuntarily placed in) any bankruptcy, reorganization, insolvency, receivership or other similar proceedings for the relief of debtors or benefit of creditors; and/or (iii) makes an assignment for the benefit of creditors or admits its inability to pay its debts as they become due (each, an **Insolvency Event**).



Contract No.

1053897

SCHEDULE A – COLLATERAL

This **Schedule A** represents an integral part of the EFA referenced by the Contract Number above.

For the purposes of this EFA, Collateral shall refer to the following Equipment, any collateral in which we have or shall have a Security Interest, ownership and/or title under a separate agreement with the Customer, as well as any additional collateral listed below, in all cases whether now owned or hereafter acquired, together with all personal property installed in, affixed to or used in connection therewith and all present or future: (i) additions, accessories, acccessions, attachments, parts, supplies, related software, intellectual property, rights, licenses and improvements thereto; (ii) substitutions, renewals, replacements and purchase options thereof; (iii) insurance, warranty, and other third-party claims; (iv) Customer's rights in connection with a third-party's use of such equipment under a sublease, rental or similar agreement; (v) proceeds and product in any form (including but not limited to insurance and sale proceeds) of each of the foregoing, whether it be cash, non-cash or in any other form; and (vi) to the extent the equipment identified herein is construed as or deemed inventory, that inventory and all accounts, accounts receivable, cash proceeds and all other proceeds related thereto or derived therefrom.

Equipment

Description	VIN/Serial Number	Equipment Location	Vendor
(1) RVR TRANSMITTER; (1) ORBAN 2200; (468) Audio Feed Line	TX10KPS/G-0139, 808122-011	725 FM 2013, Friona, TX 79035	Process Technologies & Services, LLC

www.amuref.com

Long-form EFA

EXHIBIT 2

INVOICE FROM SUPPLIER FOR EQUIPMENT FINANCE AGREEMENT NO. 40467799



10612-D Providence Road, #716
Charlotte, NC 28277-0233

Invoice

Phone #
704-817-5950

Date	Invoice #
11/11/2021	20211110E

Bill To
High Plains Radio Network, LLC PO Box 1478 Plainview, TX 79073 USA

Ship To
HPRN 725 FM 2013 Friona, TX 79035 USA

P.O. No.	Payment	Rep	Ship Date	Ship Via	Incoterm
	Due on receipt	PV	11/11/2021		

Item	Description	Qty	Rate(USD)	Amount
Equip.	RVR TRANSMITTER Model #PJ10KPS-CA 10500W, 87.5-108 MHZ, RF Output 50 Ohm SN TX10KPS/G-0139	1	78,870.00	78,870.00
Equip.	ORBAN 2200 Model #2200U FM audio processor, 20Hz-15kHz, Freq 2.0Hz-15kHz SN 808122-011 CI	1	9,850.00	9,850.00
Equip.	Audio Feed Line - HJ8-50B Andrews-Comscope	468	25.63	11,996.00
Shipping Charge	Air Dielectric Coaxial Cable, corr copper, 3 in, black PE jacket Shipping	1	1,000.00	1,000.00

Thank you for your business.		Subtotal USD	\$101,716.00
Bank Info: Bank of America, NC2-108-01-01 7911 Providence Road Charlotte, NC 28277 Account#: 237005994405 Swiftcode: BOFAUS3N Wire Routing # 026 009 593 ACH Routing # 0530 0019 6 *Customer Must Pay Wire Tranfer Fees*		Sales Tax (0.0%)	\$0.00
		Total USD	\$101,716.00
		Payments/Credits	\$0.00
		Balance Due	\$101,716.00

Pierre vanDongen Cell: 704-907-6505 pierre@processtechgroup.com
Website: www.processtechgroup.com

EXHIBIT 3

**FILE-MARKED UCC-1 FINANCING STATEMENT FOR EQUIPMENT FINANCE
AGREEMENT NO. 40467799 FILED WITH TEXAS SECRETARY OF STATE**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

CSC

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
251 LITTLE FALLS DRIVE
Wilmington, DE 19808
USA

FILING NUMBER: 21-0053337519

FILING DATE: 12/01/2021 03:15 PM

DOCUMENT NUMBER: 1098419890001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

HIGH PLAINS RADIO NETWORK, L.L.C.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

PO Box 1478

CITY

Plainview

STATE

TX

POSTAL CODE

79073-1478

COUNTRY

USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

PO BOX 2576

CITY

Springfield

STATE

IL

POSTAL CODE

62708

COUNTRY

USA

UCCSPREP@cscinfo.com

4. COLLATERAL: This financing statement covers the following collateral:
(1) RVR TRANSMITTER Serial Number:TX10KPS/G-0139 (1) ORBAN 2200 Serial Number:808122-011 (468) Audio Feed Line The equipment financed under Contract 1053897 listed above, whether now owned or hereafter acquired, together with all personal property installed in, affixed to or used in connection therewith and all present or future: (i) additions, accessories, accessions, attachments, parts, supplies, related software, intellectual property, rights, licenses and improvements thereto; (ii) substitutions, renewals, replacements and purchase options thereof; (iii) insurance, warranty, and other third-party claims; (iv) Debtor's rights in connection with a third-party's use of such equipment under a sublease, rental or similar agreement; (v) proceeds and product in any form (including but not limited to insurance and sale proceeds) of each of the foregoing, whether it be cash, non-cash or in any other form; and (vi) to the extent the equipment identified herein is construed as or deemed inventory, that inventory and all accounts, accounts receivable, cash proceeds and all other proceeds related thereto or derived therefrom.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

6b. Check only if applicable and check only one box.

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

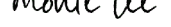
8. OPTIONAL FILER REFERENCE DATA:

[222610896]

FILING OFFICE COPY

EXHIBIT 4

EQUIPMENT ACCEPTANCE CERTIFICATE FOR EQUIPMENT FINANCE AGREEMENT NO. 40467799

CUSTOMER	High Plains Radio Network, L.L.C.
Signature	DocuSigned by: 
Name	3FA2DE8A8D245F... Monte Lee Spearman
Title	Member
Acceptance Date	12/1/2021

SCHEDULE A – COLLATERAL

Equipment			
Description	VIN/Serial Number	Equipment Location	Vendor
(1) RVR TRANSMITTER; (1) ORBAN 2200; (468) Audio Feed Line	TX10KPS/G-0139, 808122-011	725 FM 2013, Friona, TX 79035	Process Technologies & Services, LLC

EXHIBIT 5

EQUIPMENT FINANCE AGREEMENT No. 40478603



EQUIPMENT FINANCING AGREEMENT

Agreement # 17534-DIS-50187

THIS IS A COPY
The Authenticative Copy of this record is held at MA3.docuSign.net

"BORROWER" FULL LEGAL NAME <u>HIGH PLAINS RADIO NETWORK, L.L.C.</u> BILLING ADDRESS <u>3218 Quincy St</u> CITY <u>Plainview</u> STATE <u>TX</u> ZIP <u>79072-1906</u> CONTACT <u>Monte Lee Spearman</u>	"SUPPLIER" See Exhibit "A" Attached Hereto and Made A Part Hereof
TELEPHONE <u>970-255-3615</u>	

QUANTITY	FULL DESCRIPTION OF PROPERTY INCLUDING MODEL, SERIAL NUMBERS	EQUIPMENT COST
	See Exhibit "A" Attached Hereto and Made A Part Hereof	SEE DISBURSEMENT AUTHORIZATION ATTACHED HERETO AND MADE A PART HEREOF
PROPERTY LOCATION (IF DIFFERS FROM BILLING ADDRESS) Street Address: 860 E 155 Road City: Mangum State: OK Zip: 73554 <div style="text-align: right;">3/1/2022</div>		FIRST PAYMENT (CHECK FOR THIS AMOUNT MUST ACCOMPANY AGREEMENT) FIRST PAYMENT \$0.00 LAST PAYMENT \$0.00 LOAN FEE \$395.00 TOTAL AMOUNT DUE: \$395.00
TERM OF LOAN AND PAYMENTS 60 PAYMENTS OF \$2,573.44		FIRST PAYMENT DATE: _____ ("Base Term Commencement Date")

TERMS OF EQUIPMENT FINANCING AGREEMENT ("Agreement")

Borrower and Secured Party agree as follows:

1. SECURITY INTEREST: Borrower hereby grants Secured Party a security under the Uniform Commercial Code in the above personal property (collectively the "Collateral" and individually an "Item" or "Item of Collateral"). Such security interest is granted to secure performance by Borrower of its obligations thereunder and under any other present or future agreement with Secured Party. Borrower shall insure that such security interest is and shall remain a sole first lien security interest. **BORROWER HEREBY AUTHORIZES SECURED PARTY TO FILE A COPY OF THIS AGREEMENT AS A FINANCING STATEMENT AND APPOINTS SECURED PARTY OR ITS DESIGNEE AS BORROWER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON BORROWER'S BEHALF, FINANCING STATEMENTS COVERING THE COLLATERAL.**

2. PAYMENTS: Borrower shall repay Secured Party the above Total of Payments in the number of monthly installments of the amount indicated above. The initial installment payment shall be deemed due as of the Base Term Commencement Date and subsequent installment payments shall be due on the same day of each month thereafter until paid. The Base Term Commencement Date shall be designated as the date of funding or another date selected by Borrower at the time of verbal or written verification to Secured Party. **If Borrower selects a Base Term Commencement Date that is not the date of funding, then a pro-rata portion of the aggregated average of the installment payments based on a daily charge of one-thirtieth (1/30) of the installment payment calculated from the date of funding to Base Term Commencement Date shall be due and payable on the Base Term Commencement Date.** All other amounts due thereunder shall be due upon Borrower's receipt of Secured Party's invoice therefor. Advance payments shall be applied to the last installment payments in reverse order until exhausted; provided that if there is a default, any payments under this agreement may be applied to Borrower's obligations to Secured Party in such order as Secured Party chooses.

3. NO AGENCY. BORROWER ACKNOWLEDGES THAT NO SUPPLIER OF AN ITEM OR INTERMEDIARY, MANUFACTURER, DISTRIBUTOR, WHOLESALE, BROKER OR ANY OTHER PERSON OR ENTITY NOR ANY AGENT OF ANY OF THE FOREGOING PERSONS OR ENTITIES (collectively "Supplier") IS AN AGENT OF SECURED PARTY AND FURTHER THAT NONE OF SUCH PARTIES IS AUTHORIZED TO WAIVE OR ALTER ANY ITEM OR CONDITION OF THIS AGREEMENT. NO REPRESENTATION AS TO ANY MATTER BY ANY SUCH PARTY SHALL BIND SECURED PARTY OR AFFECT BORROWERS DUTY TO PAY THE INSTALLMENT PAYMENTS AND PERFORM ITS OTHER OBLIGATIONS THEREUNDER.

4. **NON CANCELABLE AGREEMENT:** THERE SHALL BE NO PREPAYMENT OR OFFSET TO THE TERMS OF THIS AGREEMENT AND THE PAYMENTS DUE HEREUNDER AND THIS AGREEMENT IS NON CANCELABLE BY BORROWER FOR ANY REASON WHATSOEVER. BORROWER MAY REPAY THE INSTALLMENT PAYMENTS ONLY IN ACCORDANCE HERewith.

5. FINANCING. THIS AGREEMENT IS SOLELY AN EQUIPMENT FINANCING AGREEMENT. SEE ALL PAGES FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT.

SECURED PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. BORROWER AGREES THAT BORROWER HAS SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON BORROWER'S OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY SECURED PARTY. SECURED PARTY DOES NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF SECURED PARTY AND NOTHING THE SUPPLIER STATES CAN AFFECT BORROWER'S OBLIGATION UNDER THE AGREEMENT. BORROWER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER. This Agreement is effective only upon execution by an authorized officer of Secured Party following Borrower's execution hereof, and upon execution Secured Party shall fund the Equipment Cost/Advanced. Borrower hereby authorizes Secured Party to Disburse the Equipment Cost/Advance as indicated on the attached Disbursement Authorization. Secured Party reserves the right to pay the applicable portion of the Equipment Cost/Advance jointly to any party not specified in the preceding sentence with a security interest in an Item of Collateral.

6. LOCATION; INSPECTION; USE. Borrower shall keep, or, as to an Item which is movable, permanently garage and not remove from the United States, as appropriate, each Item of Collateral in Borrower's possession and control at the Collateral Location or at such other location to which such Item may have been moved with the prior written consent of Secured Party. Upon request, Borrower shall advise Secured Party as to the exact location of an Item of Collateral. Secured Party may inspect the Collateral during normal business hours and enter the premises where the Collateral may be located for such purposes. Each Item shall be used solely for commercial or business purposes and operated in a careful and proper manner and in compliance with all applicable governmental requirements, all requirements of insurance policies carried hereunder and all manufacturers' instructions and warranty requirements.

7. ALTERATIONS; SECURITY INTEREST COVERAGE. Without Secured Party's prior written consent, Borrower shall not make any alterations, additions or improvements to an Item of Collateral which detracts from its economic value or functional utility. All additions and improvements made to an Item shall be deemed accessions thereto, and shall not be removed if removal would impair the Item's economic value or functional utility. Secured Party's security interest shall cover all modifications, accessions, additions to and replacements and substitutions for the Collateral. Borrower will not make any replacements or substitutions without Secured Party's prior written consent.

8. MAINTENANCE. Borrower shall maintain the Collateral in good repair, condition and working order. Borrower shall cause all repairs required to maintain the Collateral in such condition to be made promptly by qualified parties. Borrower will cause each Item of Collateral for which a service contract is generally available to be covered by such a contract which provides coverage typical as to property of the type involved and is issued by a competent servicing entity.

9. LOSS AND DAMAGE; CASUALTY VALUE. In the event of loss, theft, destruction or requisition of or damage to an Item of Collateral from any cause Borrower shall give Secured Party prompt notice thereof and shall thereafter place the Item in good repair, condition and working order; provided, however, that if such Item is determined by Secured Party to be lost, stolen, destroyed or damaged beyond repair or is requisitioned or suffers a constructive total loss under an insurance policy carried hereunder Borrower shall cause the Equipment to be replaced and shall immediately provide Secured Party with information necessary to perfect Secured Party's security interest in the replacement Equipment, or shall pay Secured Party the "Casualty Value" of such Item which shall equal (a) any amounts due at the time of such payment, and (b) each future installment payment due with respect to such Item discounted at five percent (5%) per annum simple interest from the date due to the date of such payment.

10. TITLING. If requested by Secured Party, Borrower shall cause an Item of Collateral subject to title registration laws to be titled as directed by Secured Party. Borrower shall advise Secured Party promptly as to any necessary retitling. Borrower shall cause all documents of title to be furnished Secured Party within sixty (60) days of the date of any titling effected by Borrower.

11. TAXES AND FEES. Borrower agrees to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Collateral. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us any loan fee as set forth above on the date the first payment due. You also acknowledge that in addition to the payments required to be made hereunder, we may assess and you may be required to pay additional taxes and/or fees. **Such fees may not only cover our costs they may also include a profit.**

12. INSURANCE. Collateral Protection and Insurance: You agree to keep the Collateral fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates binders, or other evidence of insurance acceptable to us, before this Agreement begins and within thirty (30) days thereafter provide us with the policies of insurance. Should you fail to furnish insurance as set forth herein in the type and amounts requested, we may force place insurance and then charge you the amount of the forced placed insurance plus 20% to reflect our cost of funds and administrative costs. We shall be reimbursed within ten (10) days after an invoice is sent to you in the event that we had to force place insurance.

13. SECURED PARTY'S PAYMENT. If Borrower fails to perform any of its obligations hereunder, Secured Party may perform such obligation, and Borrower shall (a) reimburse Secured Party the cost of such performance and (b) pay Secured Party the service charge contemplated in paragraph 20.

14. INDEMNITY. Borrower shall indemnify, defend and hold Secured Party harmless against any claim, action, liability or expense, including attorneys' fees and court costs, incurred by Secured Party related to this Agreement and Secured Party's protection of its Collateral. While it is not anticipated that Secured Party shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim.

15. DEFAULT. Any of the following constitutes an event of default hereunder: (a) Borrower's failure to pay any amount due hereunder, within five (5) days of when due; (b) Borrower's default in performing any other obligation hereunder or under any agreement between Borrower and Secured Party; (c) death or judicial declaration of competency of Borrower, if an individual; (d) the filing by or against Borrower of a petition under the Bankruptcy Code or under any other insolvency law or law providing for the relief of Borrowers, including, without limitation, a petition for reorganization, agreement or extension; (e) the making of an assignment of a substantial portion of its assets by Borrower, appointment of a receiver or trustee for Borrower or for any Borrower's assets, institution by or against Borrower of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of Borrower, Borrower's cessation of active business affairs or the making by Borrower of a transfer of a material portion of Borrower's assets or inventory not in the ordinary course of business; (f) the occurrence of an event described in (c), (d), or (e) s to a guarantor of other surety of Borrower's obligations hereunder, (g) any misrepresentation of a material fact in connection herewith by or on behalf of Borrower; (h) Borrower's default under any loan, lease, or agreement providing financial accommodation with a third party or (i) Secured Party shall in good faith deem itself insecure as a result of a material adverse change in Borrower's financial condition or otherwise.

16. REMEDIES. Upon the occurrence of an event of default, Secured Party shall have the right, options, duties and remedies of a secured party, and Borrower shall have the rights and duties of a debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and in connection therewith Secured Party may: (a) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all Items of Collateral without notice or demand to Borrower; (b) take possession of and, if deemed appropriate, render unusable any or all Items of Collateral, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (c) require Borrower to assemble any or all Items of Collateral at a location in reasonable proximity to their designated location hereunder, (d) upon notice to Borrower required by law, sell or otherwise dispose of any Items of Collateral, whether or not in Secured Party's possession, in a commercially reasonable manner at public or private sale and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and brokers fees, to the obligations of Borrower hereunder with Borrower remaining liable for any deficiency and with any excess being returned to Borrower or (e) utilize any other remedy available under the Uniform Commercial code or otherwise to Secured Party. All remedies are cumulative. Any sale may be adjourned by announcement at the time and place appointed for such sale without further published notice, and Secured Party may if permitted by law bid and become the purchaser at any such sale. Secured Party may conduct any public or private sale from Borrower's premises or location without any charge by Borrower.

17. LITIGATION AND OTHER EXPENSES. Borrower shall pay Secured Party its costs and expenses not offset as provided in paragraph 16, including repossession and attorneys' fees and court costs, incurred by Secured Party in enforcing this Agreement and in protecting its Collateral whether in State, Federal or Bankruptcy Court or other judicial or non-judicial tribunal including mediation, arbitration or judicial reference proceeding. This obligation includes the payment of such amounts whether an action is filed.

18. ASSIGNMENT. Without the prior written consent of Secured Party, Borrower shall not sell, finance or create or allow any lien other than Secured Party's security interest against an Item of Collateral or assign any of Borrower's obligations hereunder. Borrower's obligations are not assignable by operation of law. Secured Party may assign, pledge or otherwise transfer any of its rights but none of its obligations hereunder without notice to Borrower. If Borrower is given notice of any such assignment, Borrower shall acknowledge receipt thereof in writing and shall thereafter pay any amounts due hereunder as directed in the notice regardless of whether Borrower acknowledges the assignment or not. The rights of an assignee to amounts due hereunder shall be free of any claims, offsets, actions or causes of action, or defense Borrower may have against Secured Party, and Borrower agrees not to assert against an assignee any claim or defense which Borrower may have against Secured Party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties.

19. MARKINGS; PERSONAL PROPERTY. Borrower shall mark the Collateral or its location as requested by Secured Party to indicate Secured Party's security interest. As between the parties the Collateral shall at all times be deemed personal. Borrower will provide Secured Party any real property waivers requested by Secured Party as to the real property where an Item of Collateral is or is to be located including, but not limited to, landlord's waivers and mortgagee waivers.

20. LATE PAYMENT. If Borrower fails to pay any amount to be paid hereunder within five (5) days of when due, Borrower will pay Secured Party (a) a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law, (b) amounts Secured Party pays others in connection with the collection of the payment and (c) interest on such unpaid amount from the date due until paid at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law. No more than a single charge under subparagraph (a) will be due in any given month.

21. ADDITIONAL DOCUMENTS. Borrower shall provide to Secured Party such financing statements and similar documents as Secured Party shall request. Borrower authorizes Secured Party where permitted by law to make filings of such documents without Borrower's signature. Borrower further shall furnish Secured Party (a) a fiscal year-end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year and (b) such other information and documents not specifically mentioned herein relative to this agreement as Secured Party may request. Borrower shall reimburse Secured Party for all search and filing fees incurred by Secured Party related hereto.

22. NOTICES. Notices shall be in writing, and sufficient if mailed to the party involved, United States mail first class postage prepaid, at its respective address set forth above or at such other address as such party may provide on notice in accordance herewith. Notice so given shall be effective when mailed. Borrower shall promptly notify Secured Party of any change in Borrower's address.

23. GENERAL. This Agreement constitutes the entire agreement of the parties as to the subject matter and Borrower authorizes Secured Party to amend or insert in this agreement any serial numbers and other identification data about the Collateral, as well as any other omitted factual matters. Borrower shall not amend, alter or change the agreement without a written agreement signed by the parties. Any waiver by Secured Party must be in writing, and forbearance shall not constitute a waiver. Whenever the context of this Agreement requires, the neuter includes the masculine or feminine and the singular includes the plural. If there is more than one Borrower named in this agreement, the liability of each shall be joint and several. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation. This Agreement shall be governed by the internal laws for the State of California or in any jurisdiction where the Equipment or you are located in our sole and absolute discretion. You agree that this forum selection clause was negotiated and is material consideration for us entering into the Agreement with you. You also agree that the Agreement was entered into and made to be performed in the County of Orange, State of California and any lawsuit filed by you against us must be filed in the County of Orange, State of California. However, you agree that we will have the right to commence any action in any Court having the proper jurisdiction for that action. You agree and consent that we may serve legal papers on you by registered or certified mail, which shall be sufficient to obtain Jurisdiction. **WE EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US. IF FOR ANY REASON THIS JURY TRIAL WAIVER IS NOT ENFORCEABLE, THEN WE AGREE TO PROCEED BY JUDICIAL REFERENCE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 ET. SEQ..** Any provision declared invalid shall be deemed severable from the remaining provisions which shall remain in full force and effect. Time is of the essence of this Agreement. The obligations of Borrower shall survive the release of the security interest in the Collateral.

24. BORROWER'S WARRANTIES. BORROWER CERTIFIES AND WARRANTS: (a) THE FINANCIAL AND OTHER INFORMATION WHICH BORROWER HAS SUBMITTED, OR WILL SUBMIT, TO SECURED PARTY IN CONNECTION WITH THIS AGREEMENT IS, OR SHALL BE AT TIME OF SUBMISSION, TRUE AND COMPLETE; (b) THIS AGREEMENT HAS BEEN DULY AUTHORIZED BY BORROWER AND UPON EXECUTION BY BORROWER SHALL CONSTITUTE THE LEGAL, VALID AND BINDING OBLIGATION, CONTRACT AND AGREEMENT OF BORROWER ENFORCEABLE AGAINST BORROWER IN ACCORDANCE WITH ITS TERMS; AND (c) EACH SHOWING PROVIDED BY BORROWER IN CONNECTION HERewith MAY BE FULLY RELIED UPON BY SECURED PARTY NONWITHSTANDING ANY TECHNICAL DEFICIENCY IN ATTESTATION OR OTHERWISE. THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BORROWER WARRANTS THAT PERSON'S DUE AUTHORITY TO DO SO. BORROWER FURTHER WARRANTS THAT EACH ITEM OF COLLATERAL SHALL AT THE TIME SECURED PARTY FUNDS THE TOTAL ADVANCE BE OWNED BY BORROWER FREE AND CLEAR OF LIENS OR ENCUMBRANCES AND BE IN GOOD CONDITION AND WORKING ORDER.

25. USED EQUIPMENT: If any equipment is used, Borrower unconditionally agrees: (a) Borrower finances the Equipment as is" and expressly acknowledges that the equipment is used and not new. Secured Party, NOT BEING THE VENDOR OF THE EQUIPMENT, NOR THE VENDOR'S AGENT, MAKES TO BORROWER NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OF MERCHANTABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: THE CONDITION, SAFENESS, USABILITY, REPAIR OR DESIGN OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS. (b) Secured Party is not responsible or liable for any direct, indirect, incidental or consequential damages or losses resulting from any cause whatsoever, including but not limited to; breach of warranty; the installation, operation or use of the Equipment or any products manufactured thereby, or delay or failure to deliver any item of Equipment. Borrower agrees to settle all such claims directly with Vendor and will not set up against Borrower's obligations to Secured Party any such claims as a defense, counterclaim, setoff, or otherwise.

26. If this document was sent electronically: I hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached Documents will make all alterations or revisions non-binding and void.

EFA# 17534-DIS-50187

(SECURED PARTY) Hanmi Bank

By: Florinda Roseras
01536263C4AD14E
DATE: 3/1/2022

(BORROWER) HIGH PLAINS RADIO NETWORK, L.L.C.

By: X Monte Lee Spearman
31E4270EAB0210F
Monte Lee Spearman, Member
DATE: 2/25/2022

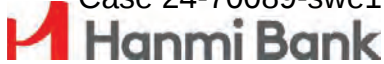




EXHIBIT “A” FOR AGREEMENT NO.: 17534-DIS-50187

The following described equipment is being financed under the terms and conditions agreed to on Equipment Finance Agreement Number: 17534-DIS-50187

Vendor Name: Process Technologies & Services, LLC
Street Address: 10612-D Providence Rd #716
City, State and Zip: Charlotte, NC 28277-0459
Vendor Phone:
Vendor Invoice Number: 20220209E

Qty.	Equipment Description	Serial Number
	Transmitters and studio control equipment further described on PT&S invoice 20220209E	

This Exhibit “A” is hereby verified as correct by the undersigned Borrower.

Borrower: HIGH PLAINS RADIO NETWORK, L.L.C.
By: 
Title: Monte Lee Spearman, Member
Date: 

A COPY OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED AN ORIGINAL.

EXHIBIT 6

INVOICE FROM SUPPLIER FOR EQUIPMENT FINANCE AGREEMENT NO. 40478603



10612-D Providence Road, #716
Charlotte, NC 28277-0233

Invoice

Phone #
704-817-5950

Date	Invoice #
2/4/2022	20220209E

Bill To
High Plains Radio Network, LLC PO Box 1478 Plainview, TX 79073 USA

Ship To
HPRN 860 E 155 Road Magnum, OK 73554 USA

P.O. No.	Payment	Rep	Ship Date	Ship Via	Incoterm
	Due on receipt	PV	2/4/2022		

Item	Description	Qty	Rate(USD)	Amount
Equip.	KEYB Contentental Electrics 416D Transmitter	1	89,125.00	89,125.00
Equip.	Bext Fx1000 Broadcast Amplifier	1	8,936.00	8,936.00
Equip.	RVR RXRL-LCD 130-980 MHz	1	4,924.00	4,924.00
Equip.	NiCom STL Receiver RSL 900	1	3,985.00	3,985.00
Equip.	TFT STL Reciever 1.7 FHz - 140 MHz	1	3,922.00	3,922.00
Equip.	NiCom STL Transmitter TSL-910	2	3,899.00	7,798.00
Equip.	Burk ARC-16 Remonte Control Unit	1	2,785.00	2,785.00
Shipping Charge	Shipping	1	1,000.00	1,000.00

Thank you for your business.		Subtotal USD	\$122,475.00
Bank Info: Bank of America, NC2-108-01-01 7911 Providence Road Charlotte, NC 28277 Account#: 237005994405 Swiftcode: BOFAUS3N Wire Routing # 026 009 593 ACH Routing # 0530 0019 6 *Customer Must Pay Wire Tranfer Fees*		Sales Tax (0.0%)	\$0.00
		Total USD	\$122,475.00
		Payments/Credits	\$0.00
		Balance Due	\$122,475.00

Pierre vanDongen Cell: 704-907-6505 pierre@processtechgroup.com
Website: www.processtechgroup.com

EXHIBIT 7

**FILE-MARKED COPY OF THE UCC-1 FINANCING STATEMENT FILED WITH OKLAHOMA
COUNTY CLERK FOR EQUIPMENT FINANCE AGREEMENT NO. 40478603**

2022030302021243
03/03/2022 09:26:54 AM Pgs: 1
Fee: \$10.00
Kerrie Hudson, Deputy County Clerk
Oklahoma County - State of Oklahoma



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 50066 - Hanmi Bank	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	85144214 OKOK
File with: Oklahoma, OK	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME HIGH PLAINS RADIO NETWORK, L.L.C.			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3218 Quincy St		CITY Plainview	STATE TX	POSTAL CODE 79072
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Hanmi Bank			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 3660 Wilshire Blvd., PH A		CITY Los Angeles	STATE CA	POSTAL CODE 90010
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
All equipment, subject to Agreement Number #17534-DIS-50187 and subject to any and all existing and future schedules entered into pursuant to and incorporating said Agreement, together with all accessories, parts, attachments and appurtenances appearing or attached to any of the equipment in said Agreement and all substitutions, trade-ins, proceeds, insurance, renewals and replacements of, and improvements and accessions to the equipment in said Agreement.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only one</u> box:	6b. Check <u>only</u> if applicable and check <u>only one</u> box:
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
85144214 17534-DIS-50187

CELD 13

EXHIBIT 8

DELIVERY AND ACCEPTANCE CERTIFICATE FOR EQUIPMENT FINANCE AGREEMENT NO. 40478603



DELIVERY AND ACCEPTANCE CERTIFICATE

Agreement #: 17534-DIS-50187

By signing below, you, the Borrower, agree:

- A) That all Equipment described in the Agreement identified above has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, Hanmi Bank, are authorized to purchase the Equipment and start billing you under the Agreement as set forth in Section 2.
- C) That Borrower's obligations under the Agreement are valid and enforceable and that Borrower's unconditional payment obligation shall commence immediately.
- D) That upon execution, the Commencement Date set forth in the Agreement shall be in force and effect.

IMPORTANT: THIS DOCUMENT HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU. DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE ACTUALLY RECEIVED ALL OF THE EQUIPMENT AND ARE COMPLETELY SATISFIED WITH IT.

Date of Acceptance:

DocuSigned by:
Monte Lee Spearman
34FA2DE8ABD245F

Agreement #: 17534-DIS-50187

Borrower: HIGH PLAINS RADIO NETWORK, L.L.C.

By: 2/25/2022

Monte Lee Spearman, Member

I hereby authorize _____ to orally verify my/our acceptance of the equipment subject to Equipment Finance Agreement #17534-DIS-50187 in my absence.

A COPY OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.